

**AWARD LETTER to Pitney Bowes Presort Services - Contract No. 915-58**

**ATTACHMENT A – FINAL NEGOTIATED  
EXCEPTIONS AND ASSUMPTIONS**

**(all new language underlined)**

1. Modify **Section A.3.2 (Presort (Barcode) – Letter, Flats and Postcards)** to remove the phrase “Media Mail, Library Mail and Bound Printed Matter.”
2. Modify **Section A.3.3 (CASS Certification)** to remove reference to the requirement to provide CASS certification.
3. In response to **Section A.3.4 (FastForward)** Pitney Bowes will provide separate pricing for their service entitled Move Update Service (formerly FastForward) for usage by agencies needing this service, and that pricing will be reflected by CCG in the final price list.
4. Modify **Section A.5.1 (Price Adjustments for Services)** condition 2 to read as follows –
  2. At the time USPS changes one or more postage rates, or when USPS amends rules or regulations in such a way as to have a direct effect on the cost or performance of the services.

And in the section two paragraphs below the language shown above, amend the language as follows:

In the case where the USPS changes one or more Postage Rates, or when USPS amends rules or regulations in such a way as to have a direct effect on the cost or performance of the services, the Council delegates authority to Council Staff to approve the resulting changes in the Pricing Sheet without Council approval. Where the Contractor’s request for an increase is based upon changes in USPS rules or regulations, the Contractor shall submit information sufficient to clearly demonstrate the impact of the regulatory change on the pricing structure. In the situation of USPS rate changes or regulatory changes, the Contractor may either keep its fees the same or decrease them by stating so in a letter notifying the Council of the changes. In the event such USPS changes results in a request from Contractor to increase its fees, a reasonable adjustment directly related to the change may be approved by Council Staff upon receipt of supporting documentation justifying the need for the rate increase.

5. Modify **Section B.1.15 (Site Visits)** to insert “during normal business hours” after the phrase “place of business” in the first sentence.
6. Replace **Section B.2.5.2 (Indemnification and Liability)** with the language below:

**CCG, THE STATE OF TEXAS AND THEIR OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES,**

DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OFFICER, AGENT, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CCG, THE STATE OF TEXAS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, AS LIMITED BY THE PARAGRAPHS BELOW.

It is the expressed intent of the parties to this CONTRACT that the indemnity provided for in this section is an indemnity extended by THE CONTRACTOR to indemnify and protect CCG, THE STATE OF TEXAS AND THEIR officers, agents, representatives and employees from the consequences of CCG, THE STATE OF TEXAS OR THEIR officers', agents', representatives' OR employees' own negligence, provided, however that such indemnity shall be limited by both of the following:

(1) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OR THE STATE OF TEXAS' OWN NEGLIGENCE SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CONTRIBUTED TO BY THE NEGLIGENCE OF CCG, THE STATE OF TEXAS OR THEIR OFFICERS, AGENTS OR EMPLOYEES; HOWEVER, IN THE EVENT OF SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF CCG, THE STATE OF TEXAS OR THEIR OFFICERS, AGENTS OR EMPLOYEES, THE CONTRACTOR SHALL NOT INDEMNIFY ANY SUCH INDEMNITEES IN THE PROPORTION (BASED ON THE PERCENTAGE OF NEGLIGENCE) THAT SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE CAUSED ANY SUCH CLAIMS; AND

(2) The indemnity provided for in this section against CCG's OR THE STATE OF TEXAS' own negligence shall not apply when the negligence or other liability of THE CCG, THE STATE OF TEXAS OR THEIR officers, agents, representatives OR employees is the sole cause of such claims.

7. Additional Comments and Assumptions related to pricing are shown on the attached document regarding the Mandatory Pricing Grid.